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*Attorneys for Plaintiffs* GUADALUPE BARRAGAN and FRED BARRAGAN

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

GUADALUPE BARRAGAN, as  
Personal Representative of the Estate of  
FRED BARRAGAN and individually;

CASE NO. CV17-04364 R (AGR<sub>x</sub>)

**STIPULATED PROTECTIVE  
ORDER**

*Tannin,*

V.

CITY OF LOS ANGELES, a  
Governmental Entity; HECTOR  
ALMEDA, Individually; and DOES  
1 Through 10,

## Defendants.

1   1.    **A. PURPOSES AND LIMITATIONS**

2   Discovery in this action is likely to involve production of confidential,  
3 proprietary or private information for which special protection from public  
4 disclosure and from use for any purpose other than prosecuting this litigation may  
5 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
6 enter the following Stipulated Protective Order. The parties acknowledge that this  
7 Order does not confer blanket protections on all disclosures or responses to  
8 discovery and that the protection it affords from public disclosure and use extends  
9 only to the limited information or items that are entitled to confidential treatment  
10 under the applicable legal principles. The parties further acknowledge, as set forth in  
11 Section 12.3, below, that this Stipulated Protective Order does not entitle them to  
12 file confidential information under seal; Civil Local Rule 79-5 sets forth the  
13 procedures that must be followed and the standards that will be applied when a  
14 party seeks permission from the court to file material under seal.

15   **B. GOOD CAUSE STATEMENT**

16   Plaintiffs are seeking materials and information that Defendant City of Los  
17 Angeles (“City”) maintains as confidential, such as personnel files of the police  
18 officers involved in this incident, Force Investigation Division materials and  
19 information, Internal Affairs materials and information, video recordings, and other  
20 administrative materials and information currently in the possession of the City and  
21 which the City maintains as strictly confidential and which the City believes need  
22 special protection from public disclosure and from use for any purpose other than  
23 prosecuting this litigation

24   The City asserts that the confidentiality of the materials and information  
25 sought by Plaintiffs are recognized by California and federal law, as evidenced *inter*  
26 *alia* by California Penal Code section 832.7 and *Kerr v. United States Dist. Ct. for N.D.*  
27 *Cal.*, 511 F.2d 192, 198 (9th Cir. 1975), aff’d, 426 U.S. 394 (1976). Furthermore, the  
28 City has not publicly released the materials and information referenced above except

1 under protective order or pursuant to court order, if at all. Therefore, the City  
2 contends that absent a protective order delineating the responsibilities of  
3 nondisclosure on the part of the parties hereto, there is a specific risk of  
4 unnecessary and undue disclosure by one or more of the many attorneys,  
5 secretaries, law clerks, paralegals and expert witnesses involved in this case. Thus,  
6 the City contends that unfettered disclosure of the materials and information,  
7 absent a protective order, would impact the rights of the City herein to receive a fair  
8 trial.

9       Accordingly, to expedite the flow of information, to facilitate the prompt  
10 resolution of disputes over confidentiality of discovery materials, to adequately  
11 protect information the parties are entitled to keep confidential, to ensure that the  
12 parties are permitted reasonable necessary uses of such material in preparation for  
13 and in the conduct of trial, to address their handling at the end of the litigation, and  
14 serve the ends of justice, a protective order for such information is justified in this  
15 matter. It is the intent of the parties that information will not be designated as  
16 confidential for tactical reasons and that nothing be so designated without a good  
17 faith belief that it has been maintained in a confidential, non-public manner, and  
18 there is good cause why it should not be part of the public record of this case.

19 **2. DEFINITIONS**

20       2.1   Action: this pending federal lawsuit.

21       2.2   Challenging Party: a Party or Non-Party that challenges the designation  
22 of information or items under this Order.

23       2.3   "CONFIDENTIAL" Information or Items: information (regardless of  
24 how it is generated, stored or maintained) or tangible things that qualify for  
25 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
26 the Good Cause Statement.

27       2.4   Counsel: Outside Counsel of Record and House Counsel (as well as  
28 their support staff).

1           2.5    Designating Party: a Party or Non-Party that designates information or  
2 items that it produces in disclosures or in responses to discovery as  
3 "CONFIDENTIAL."

4           2.6    Disclosure or Discovery Material: all items or information, regardless  
5 of the medium or manner in which it is generated, stored, or maintained (including,  
6 among other things, testimony, transcripts, and tangible things), that are produced  
7 or generated in disclosures or responses to discovery in this matter.

8           2.7    Expert: a person with specialized knowledge or experience in a matter  
9 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
10 an expert witness or as a consultant in this Action.

11          2.8    House Counsel: attorneys who are employees of a party to this Action.  
12 House Counsel does not include Outside Counsel of Record or any other outside  
13 counsel.

14          2.9    Non-Party: any natural person, partnership, corporation, association or  
15 other legal entity not named as a Party to this action.

16          2.10   Outside Counsel of Record: attorneys who are not employees of a  
17 party to this Action but are retained to represent or advise a party to this Action and  
18 have appeared in this Action on behalf of that party or are affiliated with a law firm  
19 that has appeared on behalf of that party, and includes support staff.

20          2.11   Party: any party to this Action, including all of its officers, directors,  
21 employees, consultants, retained experts, and Outside Counsel of Record (and their  
22 support staffs).

23          2.12   Producing Party: a Party or Non-Party that produces Disclosure or  
24 Discovery Material in this Action.

25          2.13   Professional Vendors: persons or entities that provide litigation  
26 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
27 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
28 and their employees and subcontractors.

1           2.14 Protected Material: any Disclosure or Discovery Material that is  
2 designated as “CONFIDENTIAL.”

3           2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
4 from a Producing Party.

5           **3. SCOPE**

6           The protections conferred by this Stipulation and Order cover not only  
7 Protected Material (as defined above), but also (1) any information copied or  
8 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
9 compilations of Protected Material; and (3) any testimony, conversations, or  
10 presentations by Parties or their Counsel that might reveal Protected Material.

11          Any use of Protected Material at trial shall be governed by the orders of the  
12 trial judge. This Order does not govern the use of Protected Material at trial.

13          **4. DURATION**

14          Once a case proceeds to trial, information that was designated as  
15 CONFIDENTIAL or maintained pursuant to this protective order used or  
16 introduced as an exhibit at trial becomes public and will be presumptively available  
17 to all members of the public, including the press, unless compelling reasons  
18 supported by specific factual findings to proceed otherwise are made to the trial  
19 judge in advance of the trial. *See Kamakana v. City and County of Honolulu*, 447 F.3d  
20 1172, 1180-81 (distinguishing “good cause” showing for sealing documents  
21 produced in discovery from “compelling reasons” standard when merits-related  
22 documents are part of court record). Accordingly, the terms of this protective order  
23 do not extend beyond the commencement of the trial.

24          Even after final disposition of this litigation, the confidentiality obligations  
25 imposed by this Order shall remain in effect until a Designating Party agrees  
26 otherwise in writing or a court order otherwise directs. Final disposition shall be  
27 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with  
28 or without prejudice; and (2) final judgment herein after the completion and

1 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
2 including the time limits for filing any motions or applications for extension of time  
3 pursuant to applicable law.

4 **5. DESIGNATING PROTECTED MATERIAL**

5       **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

6 Each Party or Non-Party that designates information or items for protection under  
7 this Order must take care to limit any such designation to specific material that  
8 qualifies under the appropriate standards. The Designating Party must designate for  
9 protection only those parts of material, documents, items or oral or written  
10 communications that qualify so that other portions of the material, documents,  
11 items or communications for which protection is not warranted are not swept  
12 unjustifiably within the ambit of this Order.

13           Mass, indiscriminate or routinized designations are prohibited. Designations  
14 that are shown to be clearly unjustified or that have been made for an improper  
15 purpose (e.g., to unnecessarily encumber the case development process or to  
16 impose unnecessary expenses and burdens on other parties) may expose the  
17 Designating Party to sanctions.

18           If it comes to a Designating Party's attention that information or items that it  
19 designated for protection do not qualify for protection, that Designating Party must  
20 promptly notify all other Parties that it is withdrawing the inapplicable designation.

21       **5.2 Manner and Timing of Designations.** Except as otherwise provided in  
22 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
23 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
24 under this Order must be clearly so designated before the material is disclosed or  
25 produced.

26           Designation in conformity with this Order requires:

27           (a) for information in documentary form (e.g., paper or electronic

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1 documents, but excluding transcripts of depositions or other pretrial or trial  
2 proceedings), that the Producing Party affix at a minimum, the legend  
3 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that  
4 contains protected material. If only a portion or portions of the material on a page  
5 qualifies for protection, the Producing Party also must clearly identify the protected  
6 portion(s) (e.g., by making appropriate markings in the margins).

7 A Party or Non-Party that makes original documents available for inspection  
8 need not designate them for protection until after the inspecting Party has indicated  
9 which documents it would like copied and produced. During the inspection and  
10 before the designation, all of the material made available for inspection shall be  
11 deemed “CONFIDENTIAL.” After the inspecting Party has identified the  
12 documents it wants copied and produced, the Producing Party must determine  
13 which documents, or portions thereof, qualify for protection under this Order.  
14 Then, before producing the specified documents, the Producing Party must affix  
15 the “CONFIDENTIAL legend” to each page that contains Protected Material. If  
16 only a portion or portions of the material on a page qualifies for protection, the  
17 Producing Party also must clearly identify the protected portion(s) (e.g., by making  
18 appropriate markings in the margins).

19 (b) for testimony given in depositions that the Designating Party identifies  
20 the Disclosure or Discovery Material on the record, before the close of the  
21 deposition all protected testimony.

22 (c) for information produced in some form other than documentary and  
23 for any other tangible items, that the Producing Party affix in a prominent place on  
24 the exterior of the container or containers in which the information is stored the  
25 legend “CONFIDENTIAL.” If only a portion or portions of the information  
26 warrants protection, the Producing Party, to the extent practicable, shall identify the  
27 protected portion(s).

28

1       5.3    Inadvertent Failures to Designate. If timely corrected, an inadvertent  
2 failure to designate qualified information or items does not, standing alone, waive  
3 the Designating Party's right to secure protection under this Order for such  
4 material. Upon timely correction of a designation, the Receiving Party must make  
5 reasonable efforts to assure that the material is treated in accordance with the  
6 provisions of this Order.

7     **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

8       6.1    Timing of Challenges. Any Party or Non-Party may challenge a  
9 designation of confidentiality at any time that is consistent with the Court's  
10 Scheduling Order.

11       6.2    Meet and Confer. The Challenging Party shall initiate the dispute  
12 resolution process under Local Rule 37-1 et seq.

13       6.3    The burden of persuasion in any such challenge proceeding shall be on  
14 the Designating Party. Frivolous challenges, and those made for an improper  
15 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
16 parties) may expose the Challenging Party to sanctions. Unless the Designating  
17 Party has waived or withdrawn the confidentiality designation, all parties shall  
18 continue to afford the material in question the level of protection to which it is  
19 entitled under the Producing Party's designation until the Court rules on the  
20 challenge.

21     **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

22       7.1    Basic Principles. A Receiving Party may use Protected Material that is  
23 disclosed or produced by another Party or by a Non-Party in connection with this  
24 Action only for prosecuting, defending or attempting to settle this Action. Such  
25 Protected Material may be disclosed only to the categories of persons and under the  
26 conditions described in this Order. When the Action has been terminated, a  
27 Receiving Party must comply with the provisions of section 13 below (FINAL  
28 DISPOSITION).

1           Protected Material must be stored and maintained by a Receiving Party at a  
2 location and in a secure manner that ensures that access is limited to the persons  
3 authorized under this Order.

4           7.2     Disclosure of “CONFIDENTIAL” Information or Items. Unless  
5 otherwise ordered by the court or permitted in writing by the Designating Party, a  
6 Receiving Party may disclose any information or item designated  
7 “CONFIDENTIAL” only to:

8               (a)    the Receiving Party’s Outside Counsel of Record in this Action, as well  
9 as employees of said Outside Counsel of Record to whom it is reasonably necessary  
10 to disclose the information for this Action;

11              (b)    the officers, directors, and employees (including House Counsel) of  
12 the Receiving Party to whom disclosure is reasonably necessary for this Action;

13              (c)    Experts (as defined in this Order) of the Receiving Party to whom  
14 disclosure is reasonably necessary for this Action and who have signed the  
15 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

16              (d)    the court and its personnel;

17              (e)    court reporters and their staff;

18              (f)    professional jury or trial consultants, mock jurors, and Professional  
19 Vendors to whom disclosure is reasonably necessary for this Action and who have  
20 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

21              (g)    the author or recipient of a document containing the information or a  
22 custodian or other person who otherwise possessed or knew the information;

23              (h)    during their depositions, witnesses, and attorneys for witnesses, in the  
24 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
25 requests that the witness sign the form attached as Exhibit A hereto; and (2) they  
26 will not be permitted to keep any confidential information unless they sign the  
27 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
28 agreed by the Designating Party or ordered by the court. Pages of transcribed

1 deposition testimony or exhibits to depositions that reveal Protected Material may  
2 be separately bound by the court reporter and may not be disclosed to anyone  
3 except as permitted under this Stipulated Protective Order; and

4 (i) any mediator or settlement officer, and their supporting personnel,  
5 mutually agreed upon by any of the parties engaged in settlement discussions.

6 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
7 **PRODUCED IN OTHER LITIGATION**

8 If a Party is served with a subpoena or a court order issued in other litigation  
9 that compels disclosure of any information or items designated in this Action as  
10 "CONFIDENTIAL," that Party must:

11 (a) promptly notify in writing the Designating Party. Such notification  
12 shall include a copy of the subpoena or court order;

13 (b) promptly notify in writing the party who caused the subpoena or order  
14 to issue in the other litigation that some or all of the material covered by the  
15 subpoena or order is subject to this Protective Order. Such notification shall include  
16 a copy of this Stipulated Protective Order; and

17 (c) cooperate with respect to all reasonable procedures sought to be  
18 pursued by the Designating Party whose Protected Material may be affected.

19 If the Designating Party timely seeks a protective order, the Party served with  
20 the subpoena or court order shall not produce any information designated in this  
21 action as "CONFIDENTIAL" before a determination by the court from which the  
22 subpoena or order issued, unless the Party has obtained the Designating Party's  
23 permission. The Designating Party shall bear the burden and expense of seeking  
24 protection in that court of its confidential material and nothing in these provisions  
25 should be construed as authorizing or encouraging a Receiving Party in this Action  
26 to disobey a lawful directive from another court.

27 **9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**  
28 **PRODUCED IN THIS LITIGATION**

1                         (a)     The terms of this Order are applicable to information produced by a  
2 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information  
3 produced by Non-Parties in connection with this litigation is protected by the  
4 remedies and relief provided by this Order. Nothing in these provisions should be  
5 construed as prohibiting a Non-Party from seeking additional protections.

6                         (b)     In the event that a Party is required, by a valid discovery request, to  
7 produce a Non-Party’s confidential information in its possession, and the Party is  
8 subject to an agreement with the Non-Party not to produce the Non-Party’s  
9 confidential information, then the Party shall:

10                         (1)     promptly notify in writing the Requesting Party and the Non  
11 Party that some or all of the information requested is subject to a confidentiality  
12 agreement with a Non-Party;

13                         (2)     promptly provide the Non-Party with a copy of the Stipulated  
14 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
15 specific description of the information requested; and

16                         (3)     make the information requested available for inspection by the  
17 Non-Party, if requested.

18                         (c)     If the Non-Party fails to seek a protective order from this court within  
19 14 days of receiving the notice and accompanying information, the Receiving Party  
20 may produce the Non-Party’s confidential information responsive to the discovery  
21 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
22 not produce any information in its possession or control that is subject to the  
23 confidentiality agreement with the Non-Party before a determination by the court.  
24 Absent a court order to the contrary, the Non-Party shall bear the burden and  
25 expense of seeking protection in this court of its Protected Material.

26 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

27                         If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
28 Protected Material to any person or in any circumstance not authorized under this

1 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
2 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
3 to retrieve all unauthorized copies of the Protected Material, (c) inform the person  
4 or persons to whom unauthorized disclosures were made of all the terms of this  
5 Order, and (d) request such person or persons to execute the "Acknowledgment  
6 and Agreement to Be Bound" that is attached hereto as Exhibit A.

7 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR**  
8 **OTHERWISE PROTECTED MATERIAL**

9 When a Producing Party gives notice to Receiving Parties that certain  
10 inadvertently produced material is subject to a claim of privilege or other protection,  
11 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
12 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
13 may be established in an e-discovery order that provides for production without  
14 prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar  
15 as the parties reach an agreement on the effect of disclosure of a communication or  
16 information covered by the attorney-client privilege or work product protection, the  
17 parties may incorporate their agreement in the stipulated protective order submitted  
18 to the court.

19 **12. MISCELLANEOUS**

20 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
21 person to seek its modification by the Court in the future.

22 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
23 Protective Order, no Party waives any right it otherwise would have to object to  
24 disclosing or producing any information or item on any ground not addressed in  
25 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
26 any ground to use in evidence of any of the material covered by this Protective  
27 Order.

28

1           12.3 Filing Protected Material. A Party that seeks to file under seal any  
2 Protected Material must comply with Local Civil Rule 79-5. Protected Material may  
3 only be filed under seal pursuant to a court order authorizing the sealing of the  
4 specific Protected Material at issue. If a Party's request to file Protected Material  
5 under seal is denied by the court, then the Receiving Party may file the information  
6 in the public record unless otherwise instructed by the court.

7 **13. FINAL DISPOSITION**

8           After the final disposition of this Action, as defined in paragraph 4, within 60  
9 days of a written request by the Designating Party, each Receiving Party must return  
10 all Protected Material to the Producing Party or destroy such material. As used in  
11 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
12 summaries, and any other format reproducing or capturing any of the Protected  
13 Material. Whether the Protected Material is returned or destroyed, the Receiving  
14 Party must submit a written certification to the Producing Party (and, if not the  
15 same person or entity, to the Designating Party) by the 60 day deadline that (1)  
16 identifies (by category, where appropriate) all the Protected Material that was  
17 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
18 copies, abstracts, compilations, summaries or any other format reproducing or  
19 capturing any of the Protected Material. Notwithstanding this provision, Counsel  
20 are entitled to retain an archival copy of all pleadings, motion papers, trial,  
21 deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
22 and trial exhibits, expert reports, attorney work product, and consultant and expert  
23 work product, even if such materials contain Protected Material. Any such archival  
24 copies that contain or constitute Protected Material remain subject to this Protective  
25 Order as set forth in Section 4 (DURATION).

26 **14. VIOLATION**

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1 Any violation of this Order may be punished by appropriate measures  
2 including, without limitation, contempt proceedings and/or monetary sanctions.

3

4 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

5

6 DATED: 3/5/2018

7

8

9 Attorneys for Plaintiff

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11 DATED: 3/5/2018

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13 M. Amico

14

Attorneys for Defendant

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FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

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DATED: March 7, 2018

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HONORABLE MANUEL L. REAL  
UNITED STATES DISTRICT JUDGE

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## **EXHIBIT A**

## **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of perjury  
that I have read in its entirety and understand the Stipulated Protective Order that  
was issued by the United States District Court for the Central District of California  
on [date] in the case of *Barragan v. City of Los Angeles, et al.*, CV 17-04364 R (AGRx).  
I agree to comply with and to be bound by all the terms of this Stipulated Protective  
Order and I understand and acknowledge that failure to so comply could expose me  
to sanctions and punishment in the nature of contempt. I solemnly promise that I  
will not disclose in any manner any information or item that is subject to this  
Stipulated Protective Order to any person or entity except in strict compliance with  
the provisions of this Order. I further agree to submit to the jurisdiction of the  
United States District Court for the Central District of California for enforcing the  
terms of this Stipulated Protective Order, even if such enforcement proceedings  
occur after termination of this action.

17 I hereby appoint \_\_\_\_\_ [print or type full name]  
18 of \_\_\_\_\_ [print or type full address and  
19 telephone number] as my California agent for service of process in connection with  
20 this action or any proceedings related to enforcement of this Stipulated Protective  
21 Order.

23 | Date:

24 City and State where sworn and signed:

26 Printed name:

*Journal of Health Politics, Policy and Law*, Vol. 35, No. 4, December 2010  
DOI 10.1215/03616878-35-4 © 2010 by The University of Chicago

28 | Signature: \_\_\_\_\_